



June 10, 2016

Honeywell International Inc.  
Attn: Bueno Prades, Senior Business Consultant  
11214 Cedar Grove Court  
Windemere, FL 34786

Subject: Contract 15-0219, Performance Contracting Project Study

Dear Mr. Prades:

Attached please find a signed contract between Lake County, Florida and your firm in support of the subject services. Your firm will be contacted shortly by the responsible County representative regarding scheduling and commencement of work under the contract.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9424 or [bschwartzman@lakecountyfl.gov](mailto:bschwartzman@lakecountyfl.gov).

We look forward to working with you and anticipate our mutual success on this project.

Sincerely,

  
Barnett Schwartzman  
Procurement Services Manager

Original: Honeywell International Inc.  
Copy: County Attorney  
Facilities, Mr. Swenson  
Contract File

PROCUREMENT SERVICES | A division of the Department of Fiscal and Administrative Services  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343-9839 • F 352.343-9473  
Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
HONEYWELL INTERNATIONAL INC.  
FOR PERFORMANCE CONTRACTING PROJECT STUDY AND AUDIT  
RFQ# 15-0219**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and Honeywell International Inc., a foreign for profit corporation authorized to do business in the State of Florida, its successors and assigns, herein referred to as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statements for Qualifications (RSQ) #15-0219, seeking firms or individuals qualified to provide a feasibility study and an investment grade energy performance audit for a potential performance contracting pilot project; and

**WHEREAS**, CONSULTANT is under an existing contract to perform such services for the State of Florida; and

**WHEREAS**, CONSULTANT desires to perform such services for the COUNTY; and

**WHEREAS**, it is in the best interest of the COUNTY to access the State contract with CONSULTANT for such services.

**NOW, THEREFORE**, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

The foregoing recitals are true and correct and incorporated herein.

**Article 2. Purpose**

The purpose of this Agreement is for CONSULTANT to provide a feasibility study and investment grade energy performance audit for a potential performance contracting pilot project, hereinafter referred to as "Services."

**Article 3. Scope of Professional Services**

**3.1** CONSULTANT agrees to provide to the COUNTY a feasibility study and comprehensive investment grade technical energy audit in accordance with the Scope of Services attached hereto as **Attachment "A"**, incorporated herein, for the County facilities and sites listed in **Attachment "B"**, attached hereto and incorporated herein ("Services"). CONSULTANT shall complete the Services in accordance with the terms set forth in this Agreement, its attachments, and the terms and conditions set forth in the certain contract by the State of Florida, Department of Management Services, Contract No. 973-320-08-1 /ITN 24-973-320-X, Energy Savings Contract, as amended (the "State Energy Savings Contract") which shall be considered incorporated herein. The parties acknowledge that this Agreement has adhered to the applicable provisions of Florida Statutes §§ 489.145, 287.055, 255.05 and 287.057.

**3.2** After the audit, at the sole option of the COUNTY, the COUNTY may negotiate and enter into an **Energy Performance Contract** with the CONSULTANT to design, acquire, fabricate and/or install the agreed energy conservation measures and to provide training, commissioning, maintenance and monitoring, and all other requested services by the County at the audited facilities/facility. The terms and provisions of such an Energy Performance Contract shall be set forth in a separate agreement. Nothing in this Agreement requires the COUNTY to enter into an Energy Performance Contract with the CONSULTANT.

**3.3** This Agreement shall become effective upon the date of execution by the parties and shall remain in effect for a period of three (3) years. The term can be extended by mutual agreement of the parties. The parties understand and agree that Services under this Agreement may be performed in phases by mutual agreement, and as such, this Agreement may survive any particular Energy Performance Contract.

**3.4** Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. The CONSULTANT may terminate this Agreement prior to the completion of the energy performance audit and report or subsequent to the completion of the energy performance audit and report if:

- (i) It determines that it cannot guarantee a minimum amount of energy and cost savings through the implementation of an energy performance contracting project at the facilities; or
- (ii) It determines that even though it can guarantee a minimum amount of energy and cost savings in energy costs, that amount would be insufficient to cover the costs associated with performing this analysis, installing energy conservation measures and related maintenance and monitoring services.

Termination under this section shall be effective upon the COUNTY's receipt of written notification from the CONSULTANT stating the reason for the termination and all supporting documents. The CONSULTANT shall provide the COUNTY with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

D. The COUNTY may terminate this Agreement prior to the completion of the energy performance audit and report or subsequent to the completion of the energy performance audit and report if:

- (i) If the CONSULTANT fails to complete the Energy Audit and deliver the Report to the COUNTY within the time established in the Scope of Services. Termination under this subsection (i) shall be effective upon the CONSULTANT's receipt of written notification from the COUNTY that the deadline for submission of the Report has passed. The CONSULTANT shall provide the COUNTY with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- (ii) If, prior or subsequent to the completion of the Energy Audit, the CONSULTANT notifies the COUNTY in writing that it is unable to guarantee a sufficient level of savings pursuant to

subsection C (i) or (ii) above. Termination under this subsection D (ii) shall be effective upon the CONSULTANT's receipt of written notification from the COUNTY. The CONSULTANT shall provide the COUNTY with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

E. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**3.5** Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this Agreement at the option of the COUNTY. A County department or agency may delete service for any facility when such service is no longer required.

#### **Article 4. Payment**

**4.1** The Parties understand and intend that CONSULTANT's costs for services performed under this Agreement (1) shall be included in the total project cost, (2) **shall not be paid for under this Agreement**, and (3) shall be paid for only under the Energy Performance Contract, if any, from savings generated by implemented energy conservation measures. CONSULTANT is undertaking work under this Agreement in consideration of the Agency's good faith intention to negotiate the Energy Performance Contract with the CONSULTANT. The CONSULTANT understands and agrees that payment to it is contingent upon realization of energy cost savings being equal to or greater than the total cost of the design and installation of the CONSULTANT's recommended energy conservation measures.

**4.2** In the event CONSULTANT is unable to identify cost savings to the COUNTY equal to or greater than the total cost of the design and installation of the CONSULTANT's recommended energy conservation measures, the COUNTY will not be liable for any costs incurred by CONSULTANT. In the event the COUNTY elects not to proceed with the performance contracting pilot project, or the parties do not enter into an Energy Performance Contract, or if this Agreement is terminated or otherwise expires, the COUNTY shall not be required to reimburse CONTRACTOR for costs associated with the Services provided herein. The CONSULTANT further understands that the COUNTY may implement all or part of a recommended energy conservation measures without liability to the CONSULTANT (or its subcontractors or suppliers) if there are extenuating circumstances (e.g., a sudden or imminent equipment failure) and the COUNTY would have taken similar measures regardless of the CONSULTANT's recommendation.

#### **Article 5. Miscellaneous Provisions**

**5.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**5.2** Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**5.3** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**5.4** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a

written instrument duly executed by each of the parties hereto.

**5.5** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**5.6** During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**5.7** CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

**5.8** CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**5.9** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**5.10** CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including sub-consultants, assigned by the CONSULTANT to perform work pursuant to the contract.

**5.11** Subject to the written consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein, subject to the written consent of CONSULTANT. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**5.12** CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT

shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

**5.13** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**5.14 Insurance.** CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. CONSULTANT is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies, , which for this Agreement are the General Liability and Automobile Liability policies.

The certificate(s) of insurance, or a policy endorsement, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (RFQ) number in the Description of Operations section of the Certificate. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County for the General Liability, Automobile Liability and Worker's Compensation policies; and that coverage shall be primary and noncontributory for the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall include a Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subconsultant/subcontractor and their insurance. Subconsultants/subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub CONSULTANT providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Consultant or subconsultant, nor a failure to disapprove that insurance, shall relieve the Consultant or subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

**5.15     Public Records/Copyrights.**

A.        All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B.        Any copyright or other intellectual property derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C.        Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, bschwartzman@lakecountyfl.gov.**

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**5.16** Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

**5.17** Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement. The exclusion of special, indirect, punitive and consequential damages set forth in Section 20 of the General Contract Conditions of the State Energy Savings Contract shall apply to this Agreement, including without limitation the indemnity set forth Section 5.17 of this Agreement.

**5.18** Ownership of Deliverables. Subject to the provisions of Section 5.15(B), upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk; for sake of clarity, CONSULTANT shall not be liable or responsible for any use of its work product unless implemented through an Energy Performance Contract with CONSULTANT.

**5.19** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:  
Buenaventura Prades  
Senior Business Consultant  
Honeywell Building Solutions  
11214 Cedar Grove Ct.  
Windemere, FL 34786  
Fax: 407-909-9348

If to COUNTY:  
County Manager  
County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800  
Fax: 352-343-5618

with copy to:  
Anthony A. Kuznik  
General Counsel  
Honeywell Building Solutions  
MN10-192A  
1985 Douglas Drive North  
Golden Valley, MN 55422  
Fax: 763-954-4670

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**5.20** HONEYWELL BUILDING SOLUTIONS, A STRATEGIC BUSINESS UNIT OF HONEYWELL INTERNATIONAL INC. ("HONEYWELL"), IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS TO YOU ABSENT YOUR BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. HONEYWELL IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO YOU OR THE PROVISION OF INFORMATION TO YOU. INFORMATION ABOUT MUNICIPAL SECURITIES AND/OR MUNICIPAL FINANCIAL PRODUCTS, IF ANY, IS PROVIDED FOR EDUCATIONAL PURPOSES ABOUT POSSIBLE FINANCING OPTIONS AND IS NOT THE PROVISION OF ADVICE OR A RECOMMENDATION TO PURSUE ANY PARTICULAR FINANCING OPTION. CONSULT WITH YOUR INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR YOUR SITUATION.

#### **Article 6. Scope of Agreement**

**6.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

**6.2** This Agreement contains the following Attachments, all of which are incorporated herein:

Attachment A Scope of Services  
Attachment B List of County Owned Facilities

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CONSULTANT through its duly authorized representative.

**CONSULTANT**

Honeywell International Inc.

By: 

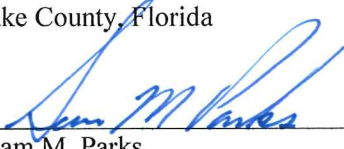
Printed Name: BUENAVENTURA F. PRADES

Title: SENIOR BUSINESS CONSULTANT

This 9<sup>TH</sup> day of MAY, 2016.

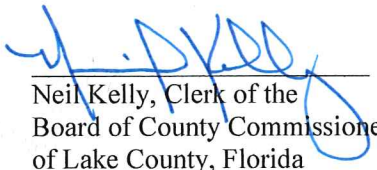
**COUNTY**

Lake County, Florida

  
Seam M. Parks  
Chairman

This 7<sup>th</sup> day of June, 2016.

ATTEST:

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

  
Melanie Marsh, County Attorney

## **ATTACHMENT A: SCOPE OF SERVICES**

The Consultant will perform a feasibility study and an investment grade energy performance audit for a potential performance contracting and prepare a report that specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the facilities, listed in Attachment B to this Agreement ("Facilities").

The Consultant shall meet with the Lake County Facilities & Fleet Management Department staff, review County developed potential projects list, select potential projects for auditing, and provide investment-grade technical energy audits of one (1) or more potential projects related to County buildings or facilities as well as provide a proposed savings report which meets the requirements of Section 489.145, Florida Statutes.

The scope of the energy audit shall include, but not be limited to: identification and evaluation of cost-saving measures, defining the proposed project scope, estimated improvement costs, a technical analysis to evaluate costs and savings, and a financing term analysis. The energy audit savings report shall specifically include but not be limited to:

- Detailed descriptions of significant long-term energy savings and operational changes recommended to be installed or implemented prioritized as to greatest potential savings.
- Projections of energy and cost savings to be obtained as a result of the installation of the recommended energy conservation measures, which saving must be measurable and verifiable. The savings calculations must utilize assumptions, projections, and baselines which best represent the true value of future energy or operational savings for the facility, including accurate marginal cost for each unit of saving at the time the audit is performed; documented material and costs actually avoided; adjustments to the baseline to reflect current conditions at the facility compared to the historic base period; and calculations which account for the interactive effects of the energy conservation measures. A description of how utility tariffs were used to calculate savings for all energy conservation measures is to be included.
- Proposed plan for installing or implementing the recommended energy conservation measures, including all anticipated costs associated with the installation and implementation.
- Timetable for completing engineering and construction work for the recommended energy conservation measures.
- A review of general information regarding various financing and payment options for the improvements, including without limitation Qualified Energy Conservation Bonds (QECB). Consultant is not acting as a municipal advisor or fiduciary on behalf of the County; see Section 5.20 of the Agreement.

The Consultant shall complete and deliver the Report to the County within one (1) year from the effective date of this Agreement. The Consultant shall make a presentation to the Lake County

Board of County Commissioners providing key findings of the technical investment grade energy audit and recommendations. The County will independently evaluate the audit once it is completed and presented.

The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the County and the Consultant. **However, the County shall be under no obligation to enter into an Energy Performance Contract with the Consultant. The County, if it does elect to enter into an Energy Performance Contract may contract for all or a part of the recommended energy conservation measures.** No implementation of any recommended energy conservation measures shall commence prior to full execution of a contract between the County and the Consultant.

## ATTACHMENT B LIST OF COUNTY OWNED FACILITIES

The Lake County Facilities Director may require such audit to include fixtures, lighting, traffic signals, and other structures located on/at these facilities and sites:

COUNTY OWNED FACILITIES								
No.	Express Maint Bldg #	Building Name	Phone Number	Occupant	Sqft	Street	City	Zip Code
1	HB-61	320 W Main St		Tax Collector/ Prop Appraiser	29,241	320 W Main St	Tavares	32778
2	HB-59	323 N Sinclair Ave		Public Works	3,128	323 N Sinclair Ave	Tavares	32778
3		350 N Sinclair Ave		Public Works	5,300	350 N Sinclair Ave	Tavares	32778
4	HB-52	418 Alfred St		G.A.L./States Attorney	5,562	418 W. Alfred St	Tavares	32778
5	AB-10	Adkins House (Astor Boat Ramp & Park)		Sheriff	1,000	55420 Front St	Astor	32102
6	HB-32	Ag Center Greenhouses		BCC - Public Resources	3,536	30208 SR 19	Tavares	32778
7	HB-31	Agricultural Center		BCC - Public Resources	12,884	1951 Woodlea Rd	Tavares	32778
8	CP-01	American Legion		BCC - Veterans	2,030	40924 SR 19	Umatilla	32784
9	KB-12	Animal Control		BCC - Community Safety and Compliance	15,900	28123 County Rd 561	Tavares	32778
10	FB-05	Area I Road Maintenance		BCC - Public Works	4,515	2310 W. Griffin Rd	Leesburg	34748
11	MB-05	Area II Road Maintenance		BCC - Public Works	2,880	609 Disston Ave.	Minneola	34715
12	DB-01	Area III Road Maintenance		BCC - Public Works	2,109	19720 5th St	Umatilla	32784
13	AP-01	Astor Recreational Center		BCC - Public Resources	2,480	54835 Alcoa Rd	Astor	32102
14	AB-03	Astor Residential Drop-Off		BCC - Public Works	248	Astor Transfer Rd	Astor	32102
15	GB-10	BCC Warehouse #1		BCC - Sheriff - Facilities	30,000	32400 County Rd 473	Leesburg	34788
16		BCC/Clerk's Warehouse #2		BCC - Clerk of Court	13,000	32400 County Rd 473	Leesburg	34788
17	HB-01	Central Energy Plant - 1975		BCC - Energy Management	400	315 W. Main St	Tavares	32778
18	HB-13	Central Energy Plant - 1990		BCC - Energy Management	2,080	551 W. Main St	Tavares	32778
19	HB-63	Central Energy Plant - 2009		BCC - Energy Management	10,451	435 W. Alfred St	Tavares	32778
20	HB-55	Communications Maintenance Facility		BCC - Public Safety	9,525	20415 Independence Blvd	Groveland	34736
21	LB-03	Community Center - Ferndale		BCC - Public Resources	963	15307 Ferndale Comm. Rd	Ferndale	34729
22	AB-08	Community Center - Forest Hills		BCC - Public Resources	2,800	31039 Lake Mack Rd	Deland	32720
23	AB-13	Community Center - Paisley		BCC - Public Resources	3,200	24954 CR 42	Paisley	32767
24	CB-05	Community Center - Umatilla		BCC - Public Resources	3,200	17107 Ball Park Rd	Umatilla	32784
25	HB-02	County Administration Building (CAB)		BCC Staff - Clerk of Court - State	84,162	315 W. Main St (Bldg A)	Tavares	32778
26	HB-12	Detention Center		Sheriff	260,000	551 W. Main St	Tavares	32778
27	AB-17	Ellis Acres		Sheriff	5,000	25302 CR 42	Paisley	32767
28	HB-22	Emergency Operations Center (EOC)		BCC - Sheriff/Public Safety	28,495	425 W. Alfred St	Tavares	32777
29	KB-04	Environmental Lab		BCC - Public Works	4,128	13100 County Landfill Rd	Tavares	32778
30	KB-05	Environmental Services Administration		BCC - Public Works	3,000	13130 County Landfill Rd	Tavares	32778
31	CB-11	Fairgrounds - Arena Buildings		BCC - Public Resources	200	2101 County Rd 452	Eustis	32726
32	CB-15	Fairgrounds - Ash Ford Bldg		BCC - Public Resources	7,000	2101 County Rd 452	Eustis	32726
33	CB-13	Fairgrounds - Clements Bldg		BCC - Public Resources	7,560	2101 County Rd 452	Eustis	32726
34	CB-16	Fairgrounds - Expo Bldg		BCC - Public Resources	17,814	2101 County Rd 452	Eustis	32726
35	CB-12	Fairgrounds - Laroe Pavilion		BCC - Public Resources	12,250	2101 County Rd 452	Eustis	32726
36	CB-14	Fairgrounds - Mayo Bldg		BCC - Public Resources	3,000	2101 County Rd 452	Eustis	32726
37	AB-12	Fire Station 10 (was 12)		BCC - Public Safety	4,468	23023 SR 40	Astor	32102
38	NB-03	Fire Station 109 (was 91)		BCC - Public Safety	3,600	11630 Lakeshore Dr	Clermont	34711
39	AB-04	Fire Station 11 (was 46)	(352) 669-0139	BCC - Public Safety	2,400	47544 SR 19	Altamonte	32702
40	NB-04	Fire Station 110 (was 93)	(352) 394-3492	BCC - Public Safety	3,500	6234 County Rd 561	Clermont	34714
41	NB-05	Fire Station 111 (was 98)		BCC - Public Safety	4,400	8805 Bay Lake Rd (CR 565)	Groveland	34736
42	OB-02	Fire Station 112 (was 94)	(352) 242-1648	BCC - Public Safety	3,956	16240 County Rd 474	Clermont	34714
43	AB-18	Fire Station 13 (was 21)	(352) 669-3002	BCC - Public Safety	7,439	25250 CR 42	Paisley	32767
44	EB-02	Fire Station 15 (was 35)		BCC - Public Safety	3,080	40601 Palm Dr	Pine Lakes	32736
45	CB-02	Fire Station 19 (was 47)		BCC - Public Safety	2,400	38816 Carroll St	Umatilla	32784
46	CB-01	Fire Station 20 (was 43)		BCC - Public Safety	3,600	37711 SR 19	Umatilla	32784
47	EB-01	Fire Station 21 (was 33)		BCC - Public Safety	3,600	25100 County Rd 44A	Eustis	32736
48	IB-01	Fire Station 27 (was 42)	(352) 589-1211	BCC - Public Safety	3,465	19212 SR 44	Eustis	32736
49	IB-03	Fire Station 39 (was 31)		BCC - Public Safety	3,140	31431 Walton Health Ave.	Sorrento	32776
50	BB-04	Fire Station 53 (was 62)		BCC - Public Safety	3,226	2505 Spring Lake Rd	Fruitland Pk.	34731

COUNTY OWNED FACILITIES								
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50	BB-04	Fire Station 53 (was 52)		BCC - Public Safety	3,226	2505 Spring Lake Rd	Fruitland Pk	34731

CERTIFICATE OF SECRETARY

I, Samuel Rosenstein, do hereby certify as the duly elected and qualified Assistant Secretary of Honeywell International Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, that Buenaventura Prades, Senior Business Consultant for the Building Solutions business unit of Honeywell International Inc., has the authority to sign the Agreement between Lake County, Florida, and Honeywell International Inc. for Performance Contracting Project Study and Audit, on behalf of Honeywell International Inc.

IN WITNESS WHEREOF, I have affixed my name as Assistant Secretary and have caused the corporate seal of this corporation to be hereunto affixed this 22nd day of April, 2016.



Samuel Rosenstein  
Assistant Secretary

